

## ARPA BENEFICIARY AGREEMENT

This ARPA Beneficiary Agreement ("Agreement") is dated as of the 24th day of May, 2023, by and between Grant County, a Washington political subdivision ("County"), and the entity Grant County Fire District 7 Auxiliary High Rollers

(Federal Tax ID# 32-0460601, UEI # ), a Washington State tax exempt public charitable organization ("Beneficiary").

WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the County \$18,983,490.00 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 602 (b) and 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"), for the limited purposes identified in the Agreement between the Treasury and Grant County designated under FAIN # #SLFRP2169 (Agreement), identified as Attachment A, the Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule"), identified as Attachment B, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines"), identified as Attachment C. Attachments A, B & C are attached hereto and incorporated herein by this reference.

WHEREAS, the County desires to allocate portions of the ARPA Funds awarded to Grant County in support of replacing lost revenue for the class of local non-profit organizations serving our various under-served populations and other segments of our population.

Notable negative economic impacts by the Beneficiary include the following:

Lost revenue from curtailed operations. Non-profit organizations serve some of the most heavily impacted groups during the pandemic.  
The negative physical and social impacts of COVID-19 kept these organizations from being able to raise funds and provide services as they normally would. These entities need an infusion of funding to restore their services to the impacted populations they serve.

WHEREAS, the County believes the provision of services by local non-profit organizations to our citizens benefit a wide array of socio-economic groups. Assisting those organizations with revenue replacement is vital to the continued operations of those entities and ultimately benefits both the under-served and the general citizenry of our area.

qualifies this project as an eligible use of ARPA Funds as outlined previously.

WHEREAS, the County and Beneficiary desire to enter into this Agreement so that the County may advance ARPA Funds via a direct economic support grant to provide the Beneficiary with sufficient resources to proceed as allowed under the Attachments A & B.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2026, unless terminated by the County in writing.
2. ARPA Funds. The County agrees to provide to the Beneficiary a total dollar sum not to exceed \$ 3,500.00 on a Advance Payment basis for eligible costs incurred during the period of March 3, 2021, through September 30, 2026 based on eligibility criteria outlined in Attachment D, Scope of Work.
3. Reimbursement Request Support. For entities receiving ARPA Funds on a reimbursement basis, to facilitate release of ARPA funding to the Beneficiary, the Beneficiary will submit a detailed invoice in a form specified and approved by the County, no more frequently than monthly and at minimum on a quarterly basis, detailing the eligible expenses incurred by the Beneficiary for which Reimbursement is being requested. Each Reimbursement request submitted by the Beneficiary will include a signed certification by the Beneficiary that such expenses represent eligible expenses incurred by the Beneficiary based on the eligibility criteria outlined in Attachment D and that such expenses have not been nor will be reimbursed under any other government or private entity program. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in termination of the Agreement and in the withholding and/or nonpayment of all remaining funds awarded to the Beneficiary by the County under the Agreement.
4. Advance payment Support. For entities receiving ARPA funds as an advance payment, a progress and final report will be required when the funding has been expended. At the discretion of the BOCC, all entities in this category may be required to provide a narrative budget either at the time this agreement is signed or along with the progress and final report.
5. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages-covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; g) legal settlements and h) any and all other ineligible uses listed in the Final Rule.
6. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Beneficiary.
7. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Beneficiary shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

8. Indemnification. The Beneficiary agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Beneficiary, its officers, directors, employees, and/or agents relating to the Beneficiary's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
9. Compliance with Laws, Guidelines. The Beneficiary shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of Attachments A & B, and Compliance & Reporting Guidelines to the extent applicable, when disbursing ARPA Funds to Beneficiary or when seeking Reimbursement from the County.
10. Maintenance and Audit of Records. The Beneficiary shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by Attachments A & B, and Compliance & Reporting Guidelines for five (5) years after all funds have been expended or returned. If it is determined during the course of the audit that the Beneficiary was reimbursed for unallowable costs under this Agreement, the Beneficiary agrees to promptly reimburse the County for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Beneficiary: Organization: Grant County Fire District 7 Auxiliary High Rollers  
Contact Name: Jane Chambers (President 2023)  
Address: PO Box 1449  
City/State/Zip Soap Lake, WA 98851

Grant County: Grant County Commissioners  
P.O. Box 37  
Ephrata, WA 98823

12. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

13. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
14. Time. Time is of the essence in this Agreement.
15. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
16. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
17. Governing Law; Venue. The Agreement will be governed in all respects by the laws of Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Grant County, Washington or as provided by RCW 36.01.050.
18. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
20. Assignment. The Beneficiary shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
21. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Beneficiary for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
22. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
23. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

24. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
25. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

DATED this 14 day of July, 2023.

**BENEFICIARY ORGANIZATION:** Grant County Fire District 7 Auxilliary High Rollers

**PRINTED NAME:** Jane Chambers **TITLE:** President

**SIGNATURE:** [Signature]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

\_\_\_\_\_  
Rob Jones, Chair

\_\_\_\_\_  
Cindy Carter, Vice Chair

\_\_\_\_\_  
Danny E Stone, Member

ATTEST:

\_\_\_\_\_  
Barbara J. Vasquez, Clerk of the Board

\_\_\_\_\_  
Date

Approved as to Form:

[Signature]  
Rebekah M. Kaylor, WSBA#: 53527  
Deputy Prosecuting Attorney

ATTACHMENT A

INTERAGENCY AGREEMENT BETWEEN  
THE U.S. DEPARTMENT OF TREASURY AND  
GRANT COUNTY

Attachment A to be provided on a separate document

K22-106

OMB Approved No. 1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

APPROVED

MAY 10 2022

Consent

Recipient name and address: Grant County, Washington 35 C Street NW Ephrata, Washington 98823	DUNS Number: 010202562 Taxpayer Identification Number: 916001319 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Cindy Carter, Vice-Chair      Rob Jones, Chair      (See signatures below)  
 Authorized Representative Signature (above)

Authorized Representative Name:

Danny E Stone, BOCC Chair

Authorized Representative Title:

Chair

Date Signed: May 10, 2022

*(Handwritten signatures: Rob Jones, Cindy Carter)*

U.S. Department of the Treasury:

*(Handwritten signature)*

Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibenluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

June 1, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

RECEIVED

MAY 05 2022

GRANT COUNTY COMMISSIONERS

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

**11. Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Grant County, Washington by the U.S. Department of the Treasury."

**14. Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.



## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

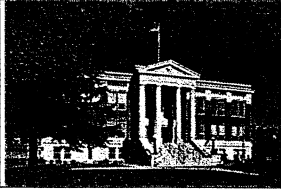
As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grant County, Washington (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any



**GRANT COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# Memo

**To:** Board of County Commissioners

**From:** Janice Flynn, Administrative Services Coordinator *Janice*

**Date:** July 14, 2023

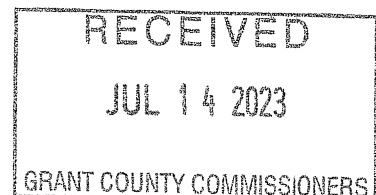
**Re:** *Authorization for Release of BOCC Approved Funds, Dept of Commerce, CHG Grant #22-46108-10, Hotel Leasing Amendment, Reimbursement #28, New Hope, Request #15*

New Hope has requested reimbursement for the above-referenced grant, per the contracted guidelines in the amount of \$19,506.27 for June 2023 expenses. The invoice and supporting documentation are attached for review.

I am requesting the release of funds for payment to New Hope in the amount of \$19,506.27.

Thank you.

Dated this <u>17</u> day of <u>July</u> , 20 <u>23</u>		
Board of County Commissioners Grant County, Washington		
<u>Approve</u>	<u>Disapprove</u>	<u>Abstain</u>
Dist #1 <u>[Signature]</u>	Dist #1 _____	Dist #1 _____
Dist #2 <u>[Signature]</u>	Dist #2 _____	Dist #2 _____
Dist #3 <u>[Signature]</u>	Dist #3 _____	Dist #3 _____



ATTACHMENT B

U.S. DEPARTMENT OF TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
FINAL RULE  
EFFECTIVE 4-1-2022

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

ATTACHMENT C

U.S. DEPARTMENT OF TREASURY  
COMPLIANCE AND REPORTING GUIDANCE FOR CORONAVIRUS STATE AND  
LOCAL FISCAL RECOVERY FUNDS  
DATED 9-20-22  
Version 5.0

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

## ATTACHMENT D

### SCOPE OF WORK

The Board of Commissioners is directing to provide the Beneficiary a total dollar amount not to exceed \$ 3,500.00 of ARPA Funds in support of the class of recipients known as non-profit organizations. These organizations qualify under ARPA expenditure category 2-Negative Economic Impacts and under subcategory 2.34-Assistance to Impacted Nonprofit Organizations.

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Expenses under this grant must meet the eligibility criteria outlined below:

1. **Eligible Costs** Any costs associated with the nonprofit's mission to meet the needs of their community members. These could include dealing with decreased revenue, financial insecurity, increased costs, the capacity to weather financial hardship, challenges covering payroll, rent or mortgage, and other operating costs (OFR pg 23).
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### 2. Program Funding and Award Amount

The County shall make \$ 3,500.00 of ARPA funds available under Attachment A that will be paid to the Beneficiary on a Advance Payment basis.

All funds are to be disbursed no later than September 30, 2026.

### 3. Reporting

The ARPA funding will be provided via warrant to the Beneficiary upon its submission to the County of expenditure details, together with copies of invoices, receipts and other supporting documentation for each expense for which reimbursement is requested, along with a signed certification by the Beneficiary that such expenses represent eligible expenses incurred by the Beneficiary based on the eligibility criteria outlined above and that such expenses have not been nor will be reimbursed under any other government or private entity program. The Beneficiary may only submit one request for reimbursement per month and at minimum on a quarterly basis. This will ensure the eligibility of the expenditures consistent with the application requirements prior to payment.

The Beneficiary reporting obligations listed above will not be required if one or both statements below are checked:



A narrative budget and plan has been previously submitted by the applicant and approved by the BOCC. A progress and final report from the beneficiary on grant usage is required.



This beneficiary is designated as being within an eligible class for grant allocation. A progress and final report from the beneficiary on grant usage is required and the BOCC may require a narrative budget to accompany the progress and final report.